

KIRK WOODS

An agricultural zoned residential mini-tracts being a part of the West half of the Southwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 2, Township 11 North, Range 1 West, Jefferson Township, Morgan County, Indiana, on land titled to Harmon Crone.

The following COVENANTS and RESTRICTIONS shall run with the land as a part of the plat of KIRK WOODS.

1.0 ASSOCIATION

All owners of the various tracts, whether legal or equitable, shall be members of an unincorporated association of such owners known as Kirk Woods Owners Association.

1.1 MEMBERS. One voting membership shall exist for each tract owner.

1.2 TERM. The association shall commence upon the sale by developer of 90% of the tracts and shall continue so long as the covenants and restrictions remain in full force and effect; provided: The invalidity of any particular provision shall not act to invalidate any other provision or the term of the association.

1.3 DIRECTOR

a) DUTIES. The director shall approve all building plans after review and recommendation by the advisory committee, if appointed, as to aesthetic harmony, although subjective, and as to conformity to these covenants and restrictions. The director shall appoint any committee. In the event the roads are not accepted by the county, the Director shall be responsible for setting a \$100.00 levy per tract for the maintenance and repair of an all weather private roadway within Kirk Woods until the first annual meeting. Thereafter, he shall set such levy after review by audit and its recommendation. The term "Director" shall mean "Co-Director" or "Co-Directors" where appropriate.

b) TERM/ELECTION. Initially, there shall be one Director, Harmon Crone. The developers shall appoint one Director. The initial appointees or successor shall serve until (90%) of the tracts are sold and conveyed. Thereafter, at the first annual meeting of the Association, the majority of the tract owners shall elect not less than one nor more than two persons as Director to serve a one year term or until a successor shall likewise be elected. A Director shall be a tract owner.

c) DEVELOPER. The developer, for all purposes of these covenants and restrictions, shall be the owner of Kirk Woods or his successors in title and is presently Harmon Crone.

1.4 COMMITTEES

- a) The director may appoint at any time an advisory committee of not more than three tract owners to assist and advise him, if needed.
- b) The Director shall appoint from the first annual meeting, and thereafter, an audit committee to review the finances, the road budget and expenditures and certify as to their account, to all owners.
- c) An owner may serve on any committee.

1.5 MEETINGS. a) Annual Meeting. The annual meeting shall be upon notice to the tract owners, not later than March 31st each year after 75% of the tracts have been sold and conveyed. The Director shall cause notice to be sent to owners as disclosed by the records of the Auditor of Morgan County. The agenda shall include:

- 1. The election of the succeeding director, provided the current director shall continue to so serve until his successor is elected and qualified.
- 2. An Audit Report and Budget Review.
- 3. An Audit Report of the collection of levies.
- 4. The setting of new levies.
- 5. Such other business.
- b) The director or 75% of the tract owners may call a special meeting upon thirty (30) days' written notice to all owners. The notice shall state the agenda, time, place, and date of the meeting.

2.0 65 FOOT INGRESS EGRESS and UTILITIES BASEMENT LEVY

2.1 This provision shall not apply in the event the roads as constructed by the developer are accepted into the county.

2.2 LEVY. \$100.00 per year per tract, initially.

2.3 LIEN. All road levies or assessments shall be due and payable on or before June 31st following such levy or assessment and, if not paid, shall be a lien upon the real estate of the member which may be foreclosed in the name of the Association by judicial proceeding as real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees, and costs of collection, without relief from valuation and appraisal laws.



The Director shall cause a list of delinquencies to be prepared each year as of the annual meeting and record the same by last known name(s) of owners of record as set out in the notice Miscellaneous Records of the Recorder's Office.

2.4 PRIORITY. The priority of any lien herein shall be second and junior to any purchase money mortgage. Otherwise, such lien is entitled to the priority and dignity according to date of recordation and the operation of law.

2.5 SNOW REMOVAL. Snow removal may also be adopted.

2.6 LIMITED ACCESS. Access is granted to public servants and fire department.

2.7 ADDITIONAL ACCESS TO ADJOINING LANDS. Land owners to North and West at the North end of the roadway shall be given permanent ingress and egress so long as said owners participate in the road maintenance.

3.0 EFFECTIVE DATE/AMENDMENTS

3.1 EFFECTIVE DATE. These covenants and restrictions shall be in full force and effect upon the recordation of the plat and shall continue until twenty-five (25) years from date of recordation and thereafter automatically renew for additional terms of ten (10) years each until terminated by a vote of not less than 75% of the tracts as attested and recorded in Miscellaneous Records of the Recorder's Office by the Director.

3.2 AMENDMENT. These covenants and restrictions may only be amended by a vote of seventy-five percent (75%) of the members and the consent of the developer so long as he owns any unsold tracts, all as recorded in the Miscellaneous Records of the Recorder's Office by the Director.

4.0 USE

All tracts shall be residential with one building site for one single family dwelling, with accessory buildings. Re-division of any tract shall be in accordance with Morgan County standards. No auto mechanics, body work, or welding for compensation whatsoever shall be permitted: this provision is not intended to prevent repair or maintenance of personal motor vehicles owned by the tract owner. All parking of all vehicles shall be "off road way."

5.1 TYPE/SIZE/CONSTRUCTION

a) Prior to the commencement of construction the proposed builder or contractor and all construction plans, including the placement of such improvements on site for all improvements

including, but not limited to, the residence, and fencing, shall be approved in writing, by the Director as well as by the permit or approval of the appropriate governmental agency or jurisdiction.

b) All dwellings shall be constructed on site of no less than 1800 square feet of living area on first floor and no less than 2200 square feet of living area for a two story home.

c) All construction of dwellings shall be new and in compliance with required building codes. All residential dwellings shall be constructed upon concrete footers. All dwellings shall be completed on the exterior within six (6) months from commencement, and completed, including site graded and seeded or sodded or landscaped, within one (1) year unless specifically approved for an extension by the Director.

5.2 APPEARANCE. All tracts shall be maintained and grass and weeds seasonably cut so as to maintain a neat and orderly appearance. No junk, rubbish, or debris, as defined by the Committee, shall be permitted to accumulate. No fuel tanks shall be obvious from the front or roadway.

a) Care and conservation of natural beauty and surroundings will be impressed in all decisions of present and future.

5.3 SETBACK LINES. Setback lines shall be per County Standards.

5.4 GARDENS. Nothing herein shall be construed to prohibit personal gardens, arbors or fruit trees.

5.5 TREES. No trees are to be removed within the 65 foot roadway and utility easement area, unless mutually agreed upon by the Director and owners.

6.0 STREETS. The roadway and utility strip is 65 feet in width.

6.1 ROAD DAMAGE. Damage to the roadway caused by construction shall be the responsibility of tract or tracts under any construction.

7.0 ENFORCEMENT. Enforcement of these covenants and restrictions is reserved to the Association and to the owners of tracts within Kirk Woods by injunction, together with the right to cause non-conforming or non-approved structures to be removed by process of law. Violation of any covenant or restriction shall not result in forfeiture or reversion of title. Failure to enforce a particular provision or prosecute a particular violation shall not be construed as a waiver of the right of enforcement. The invalidity of a particular covenant or restriction shall not invalidate any remaining covenant or restriction.

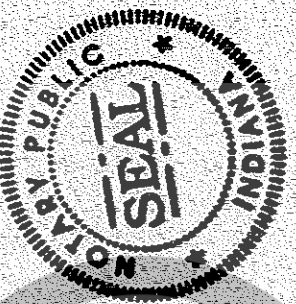


8.0 ACCEPTANCE AND REFERENCE. The recordation of any subsequent conveyance shall likewise be deemed acceptance of these covenants and restrictions, whether or not the same shall be set out or referenced. However, all subsequent conveyances may, by reference to the deed book and page, specifically incorporate all the covenants and restrictions set out herein.

*Harmon Crone*  
Harmon Crone

STATE OF INDIANA:  
COUNTY OF MORGAN: SS:

Before me, a Notary Public in and for said County and State, this 21st day of October, 1994, personally appeared Harmon Crone and acknowledged the execution of the foregoing instrument.



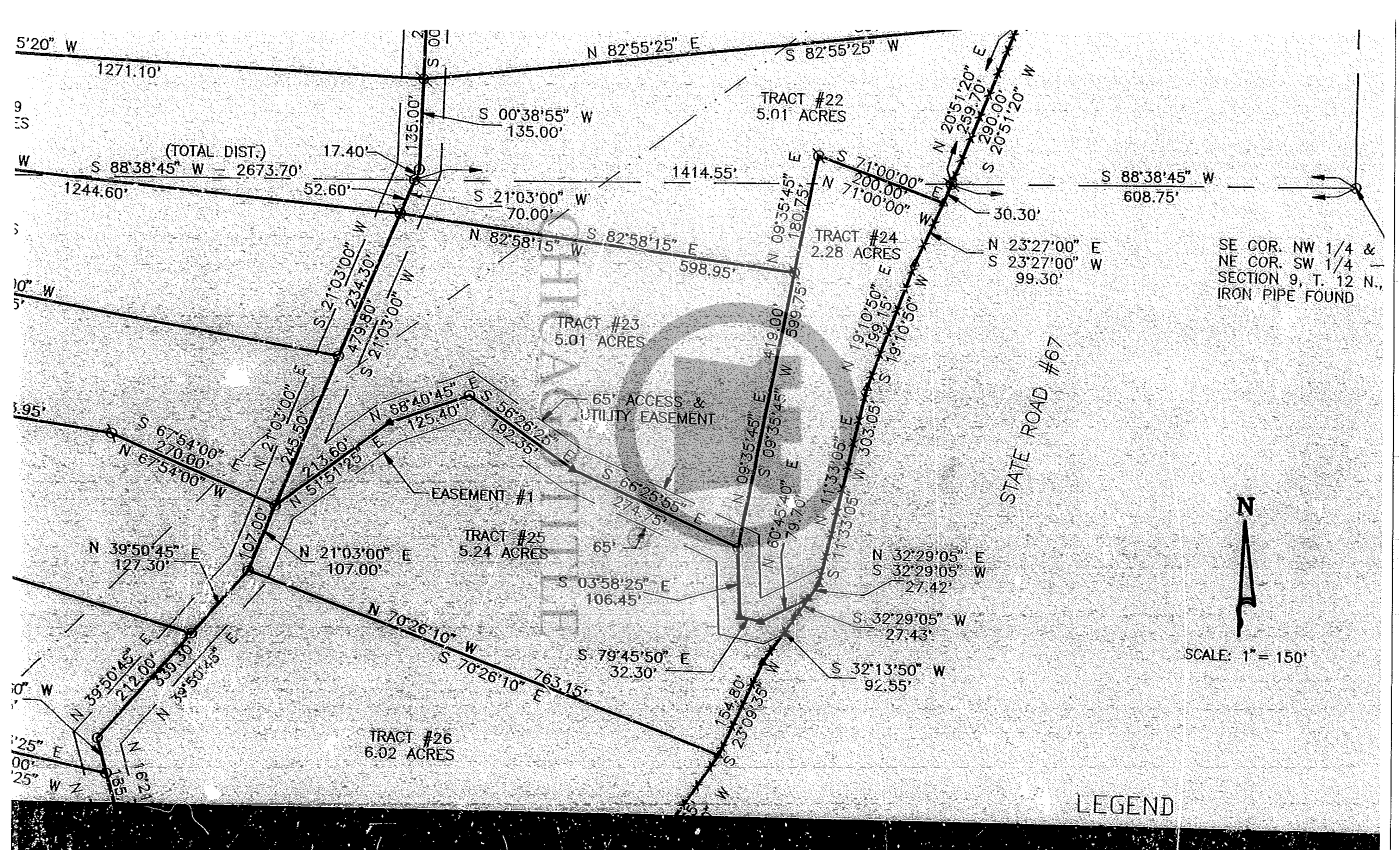
*Ann A. Marvel*  
Notary Public  
Printed  
Morgan  
County of Residence

1-25-95  
My Commission Expires:

Prepared by Harmon Crone

CHICAGO TITLE

RECEIVED FOR RECORD  
94 OCT 31 AM 10:31  
*Debbie Pruitt*  
MORGAN CO. RECORDER



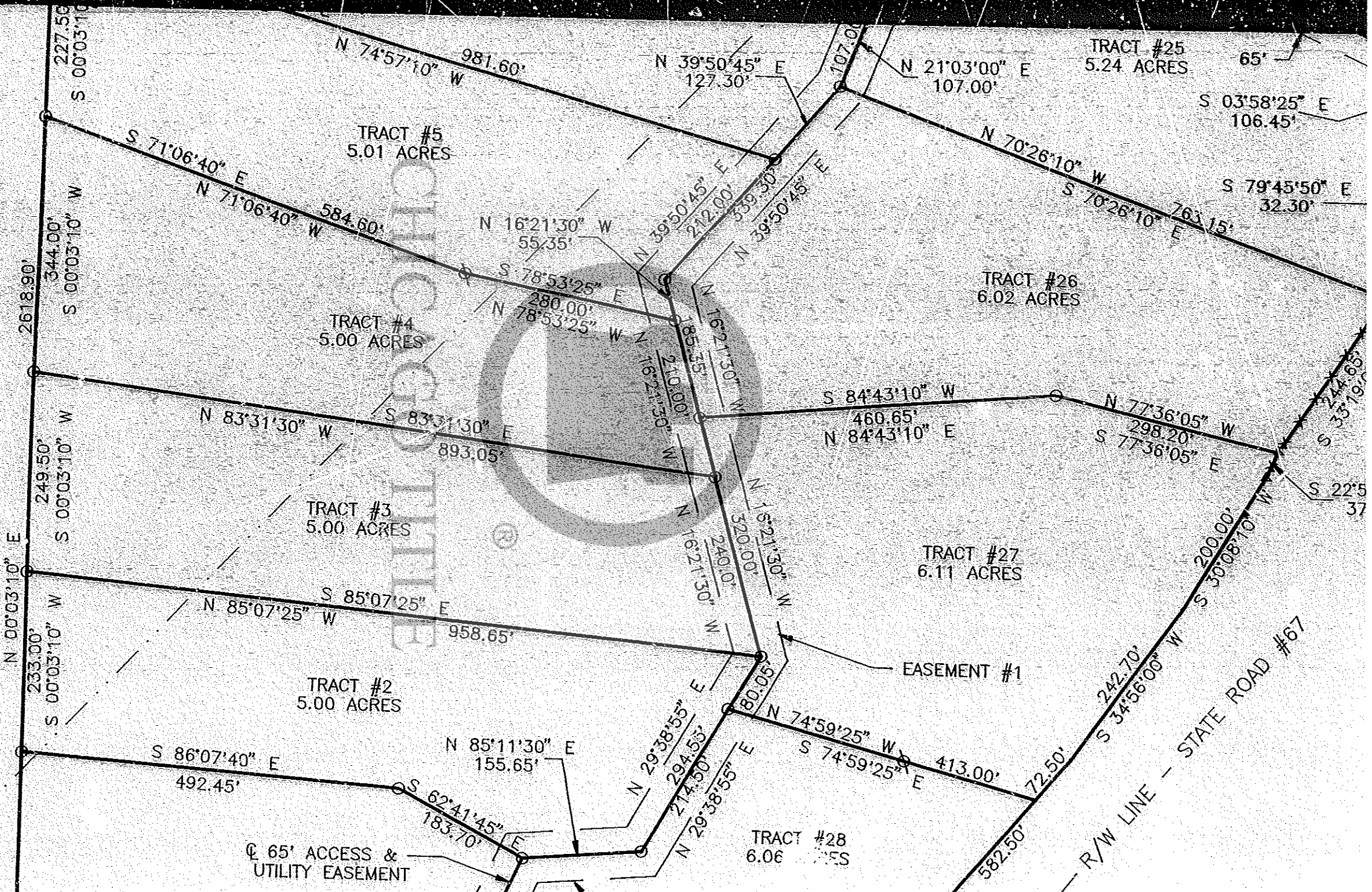
SE COR. NW 1/4 &  
NE COR. SW 1/4  
SECTION 9, T. 12 N.,  
IRON PIPE FOUND

N  
SCALE: 1" = 150'

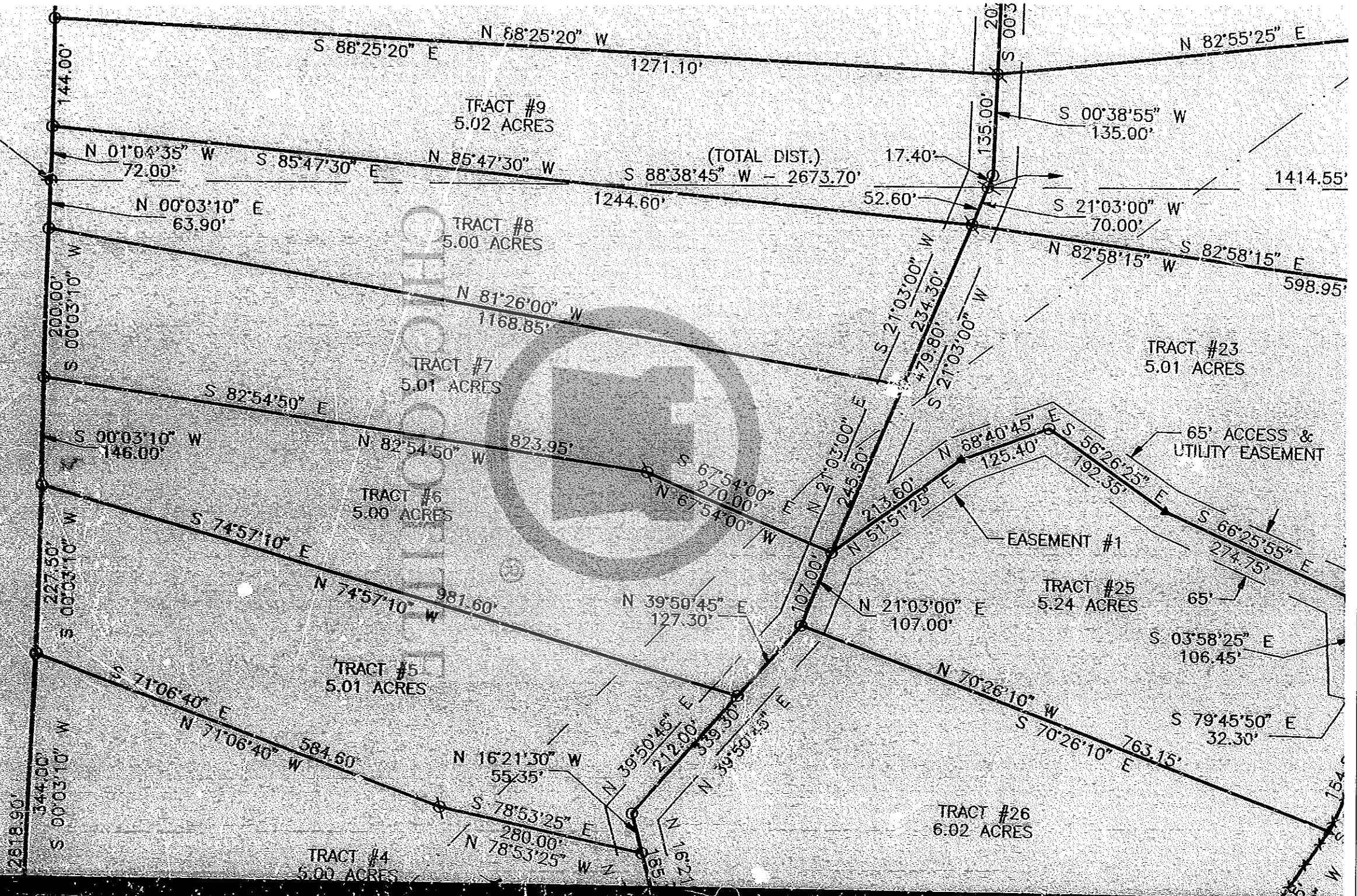
LEGEND



APPROX. C OF  
PIPE LINE

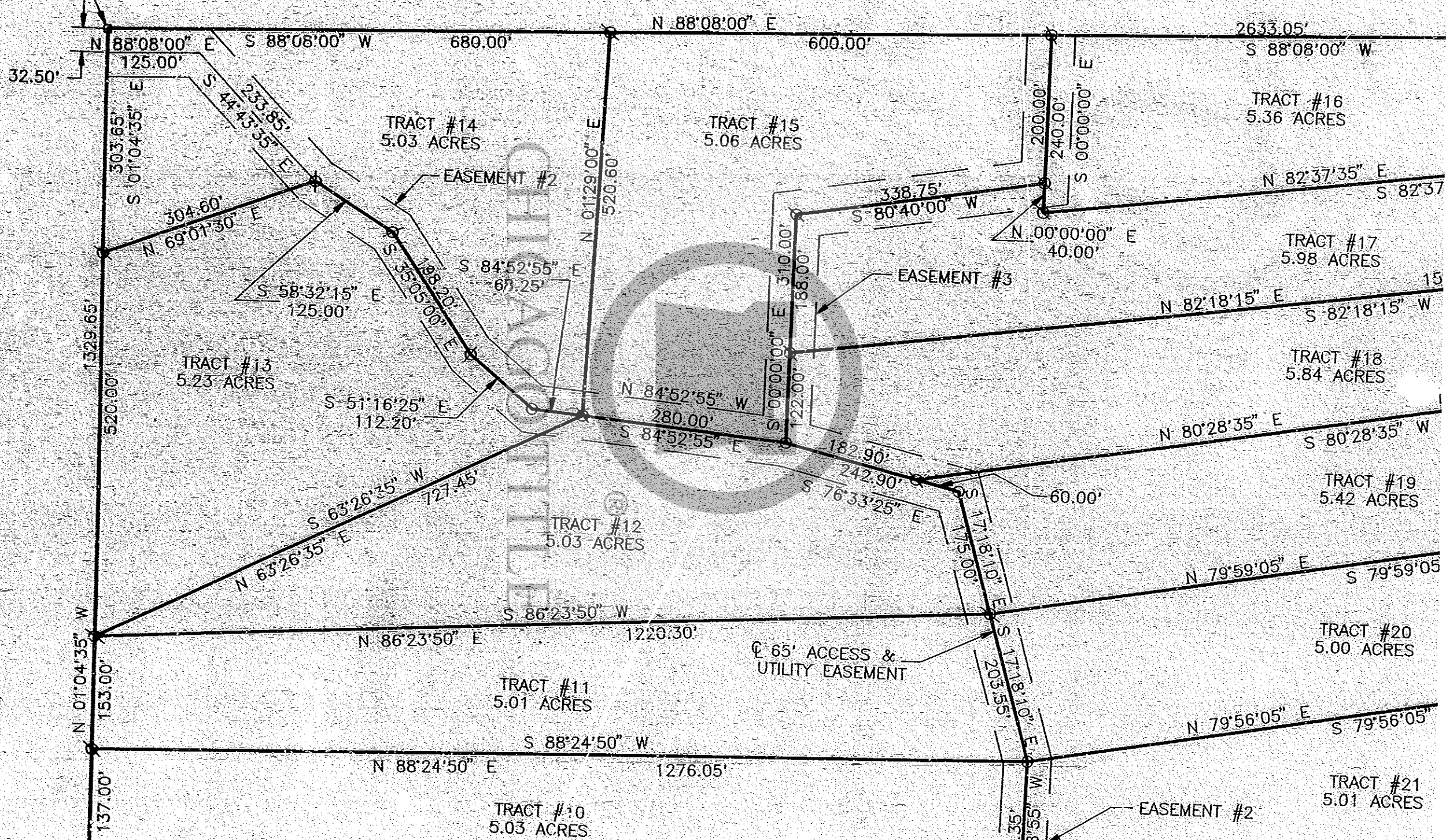


COR. NW 1/4 &  
COR. SW 1/4  
SECTION 9, T. 12 N.,  
R. 1 E.  
NE FOUND



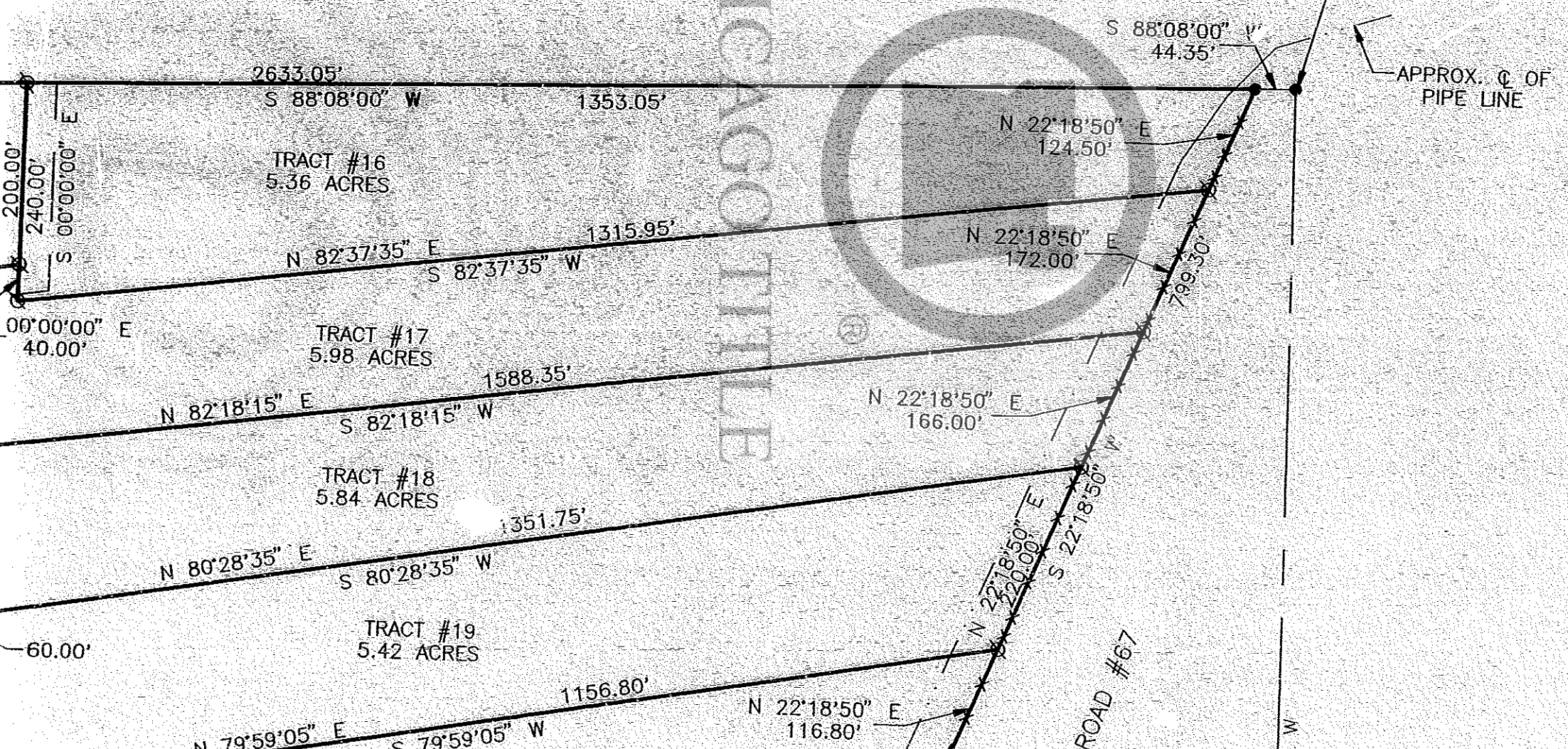


CONC. MARKER STAMPED "IU"



OS SUBDIVISION  
ORGAN COUNTY, INDIANA  
ER: HARMON CRONE

NE COR. S 1/2 NW 1/4  
SECTION 9, T. 12 N., R. 1 E.  
IRON ROD FOUND





SW COR. SW 1/4  
SECTION 9, T. 12 N.,  
R. 1 E.  
IRON ROD FOUND

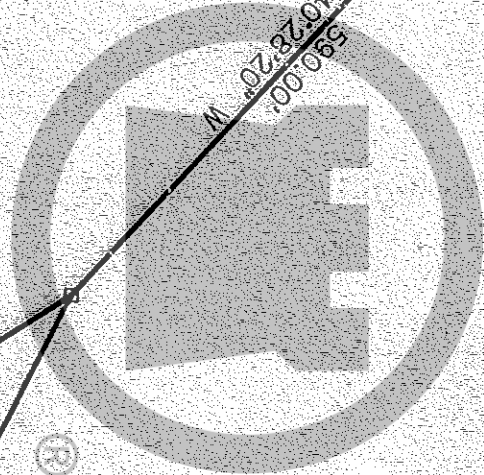
N 00°03'10" E  
10.96'

S 40°28'20" W  
590.00'

N 00°03'10" E  
1155.00'

STATE ROAD #67

CHICAGO TITLE



TRACT #1  
10.28 ACRES

S 24°51'23" W  
648.75'  
S 55°35'30" W  
554.15'

N 81°07'05" W  
150.20'

S 39°54'45" W  
510.00'

6.06' EASEMENT

65' ACCESS &  
UTILITY EASEMENT

65' ACCESS &  
UTILITY EASEMENT

32.5'

32.5'

65'

200'